

# ALL-STATE RENTAL & EQUIPMENT

## CREDIT APPLICATION/APPLICANT AGREEMENT

Email : [info@allstaterentals.com](mailto:info@allstaterentals.com)

Business Name	Trade Name-DBA	Phone # _____ Fax # _____
Billing Address	City	State _____ Zip Code _____
Shipping Address	City	State _____ Zip Code _____

Business Is a: ☐ Corporation ☐ LLC ☐ Partnership ☐ Proprietorship  
 Year Started \_\_\_\_\_ State of Inc. \_\_\_\_\_ Federal I.D.#: \_\_\_\_\_  
 Web Site Address: \_\_\_\_\_ Dun & Bradstreet # \_\_\_\_\_

Are You a: ☐ Subsidiary ☐ Division (if yes, check which)  
 Parent Company Name: \_\_\_\_\_ Address \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Do you require a purchase order# before we accept an order? Yes ☐ No ☐  
 A/P Contact \_\_\_\_\_ A/P Email \_\_\_\_\_  
 A/P Phone \_\_\_\_\_ Estimated Monthly Purchases. \$ \_\_\_\_\_  
 Terms Requested: ☐ COD ☐ Credit Card ☐ Net terms 30 Day Credit Limit Requested \$ \_\_\_\_\_

Check one: ☐ Principal ☐ Partner ☐ Proprietor  
 Name: \_\_\_\_\_ Social Security# \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Mobile # \_\_\_\_\_ Email \_\_\_\_\_

### Bank References

Name	Contact Name	Phone No
Street Address	City, State, zip Code	Date Opened

Type of Account Checking No \_\_\_\_\_ Saving No \_\_\_\_\_

### Trade References (Major Supplies)

1. Name	Contact Name	Phone No.
Street Address	City, State, Zip Code	Account No.
2. Name	Contact Name	Phone No.
Street address	City, State, Zip Code	Account No.
3. Name	Contact Name	Phone No.
Street Address	City, State, Zip Code	Account No.

Do you wish to purchase the optional Rental Protection Plan ("RPP") on each rental contract? Yes ☐ No ☐ If No, you will need to provide proof of insurance (i.e., a certificate of insurance) with amounts adequate to cover all equipment rented from Allstate at any time, or you will be charged RPP on each rental contact where insurance is inadequate or not provided. **THE RPP IS NOT INSURANCE. TERMS AND CONDITIONS APPLY AND ARE AVAILABLE UPON REQUEST.**

You represent you are an authorized representative with authority to enter into this agreement and the information contained in this Application and any attachment is true, correct and complete. Allstate intends to use this information to, among other things, evaluate the credit worthiness of the Applicant whether as a principal in the transaction or as a guarantor, and to evaluate the collectability of any debt owed to Allstate by the Applicant in any capacity whatsoever. You consent to Allstate obtaining information about you personally and credit reporting agencies and other sources Allstate deems appropriate in considering this Application. If credit is extended, you agree to be bound by all of the terms and conditions on Allstate's invoices and posted on Allstate's website.

FOR VALUE RECEIVED AND IN CONSIDERATION FOR ALLSTATE EXTENDING CREDIT TO THE APPLICANT, THE INDIVIDUAL EXECUTING THIS APPLICATION BELOW HEREBY AGREES, REPRESENTS, AND WARRANTS THAT: (A) S/HE IS AUTHORIZED TO DO SO ON BEHALF OF THE APPLICANT; (B) ALL INFORMATION CONTAINED IN THIS APPLICATION IS A TRUE, COMPLETE, AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF THE APPLICANT; (C) APPLICANT AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS APPLICATION, THE TERMS AND CONDITIONS OF ALL RENTAL OUT CONTRACT(S), AND THE TERMS AND CONDITIONS OF THE OPTIONAL RENTAL PROTECTION PLAN, IF APPLICABLE; AND (D) AN ELECTRONIC (E.G., PDF) OR FACSIMILE COPY OF THIS APPLICATION SHALL BE VALID AS THE ORIGINAL.

_____ Name of Applicant	_____ Title	_____ Authorized Signature	_____ Date
----------------------------	----------------	-------------------------------	---------------

### ACCOUNT AGREEMENT AND TERMS

The company submitting this application (the "Applicant") acknowledges and agrees to the following:

1. This Account Agreement and Terms ("Agreement") supersedes, with respect to rentals made subsequent to the acceptance of this application by Allstate Rentals, LLC ("Allstate"), any prior Account Agreement and Terms governing the extension of credit by Allstate to the Applicant. Rentals by Allstate to the Applicant made subsequent to the acceptance of this application by Allstate shall be governed by the Rental Contract pertaining to such rental and by this Agreement. In the event that any provisions of the Rental Contract shall conflict with any provision of this Agreement, the Rental Contract shall control.
2. The receipt of an application shall not create any obligation on the part of Allstate to rent equipment to the Applicant or to extend credit to the Applicant in connection with any such rental.
3. The Applicant warrants and represents that any credit which may be extended upon the acceptance of this application shall only be used in connection with the rental of equipment for a business purpose and not in connection with the rental of equipment for any personal or household use.
4. It is understood and agreed that the Applicant specifically consents to Allstate investigating the Applicant's credit history and the information provided on this application, for the purpose of extending credit.
5. If credit is extended, the Applicant acknowledges that Allstate credit terms are payment in full net thirty (30) days from the date of invoice.
6. All sums are due and payable at the following address, P.O. Box ABC123, Middletown, CT 06457 and/or mailing address as specified on the invoice.
7. In the event the Applicant fails to timely pay any invoice, the Applicant agrees to pay a late fee to Allstate on such delinquent invoice until fully paid, at the rate of 2% per month or maximum rate allowed by the laws of the jurisdiction where the originating Allstate branch stated on the invoice is located, whichever is less.
8. The Applicant agrees that, with or without notice or demand, the Applicant shall reimburse Allstate, for all expenses (including counsel fees) incurred by Allstate in connection with any indebtedness of the applicant or the collection thereof.
9. The Applicant agrees fully and promptly to furnish to Allstate information needed or requested by Allstate for proper filling out and service of preliminary notices under the mechanic's lien laws.
10. Any and all obligations arising under a Rental Contract, including without limitation, the obligation to pay for all Charges associated with or arising from a rental transaction, shall be governed by the terms of the Rental Contract and the Choice of Law provision set forth therein. To the extent any rights or obligations hereunder are not addressed by the Rental Contract, this Agreement shall be governed and construed by the laws of the STATE of CONNECTICUT, without regard to any conflict or choice of laws principals. if any provision or pan of any provision of this Agreement conflicts with any applicable law then that provision will be deemed to be modified to be consistent with such law, or to be deleted if modification is impossible, and will not affect the remainder of this Agreement, which will continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable, then that provision will be interpreted to be only as broad as is necessary for it to be enforceable.
11. If the equipment rented hereunder is used in the construction of a particular private or public work of improvement, the Applicant agrees that all monies owed to or received by the Applicant in connection with such work or works of improvements shall be held by Applicant in trust for the benefit of Allstate, shall be segregated from other monies of the Applicant, and shall be used only to pay Allstate, to the extent that such monies are attributable to the equipment rented hereunder until Allstate has been paid in full for such rentals.
12. The Applicant recognizes that it may from time to time be owed money by Allstate due to contracts or transactions between the Applicant and Allstate which are separate and distinct for the rentals contemplated by this Credit Application and Agreement. Allstate shall have the right to withhold from the Applicant any monies owed by Allstate to the Applicant in connection with any such other contracts or transactions and to offset the same against any sums owed by the Applicant to Allstate in such amounts as may be deemed by Allstate to be reasonably necessary to cover such indebtedness of the Applicant. So long as this right of withhold and offset is carried out in good faith, the Applicant hereby waives any claims against Allstate for any consequential damages coming from such withhold and offset even if it is later determined that the withhold and offset was improper.
13. THE APPLICANT HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE AFTER ACCEPTANCE OF THIS APPLICATION BY Allstate IN CONNECTION WITH THIS AGREEMENT OR ANY RENTAL CONTRACT BETWEEN THE APPLICANT AND Allstate.
13. The terms of this Agreement may be revised or supplemented from time to time by Allstate sending the Applicant notice of such changes. It will be presumed that the Applicant has received any such notice mailed to the Applicant at the address shown on this Application or otherwise provided to Allstate. The Applicant's making a rental from Allstate using credit and the effective date of such changes will constitute the Applicant's acceptance of such changes.
14. The Applicant agrees to promptly notify Allstate in writing of any change in the Applicant's business ownership form or structure. If the Applicant fails to promptly notify Allstate of such change, then the Applicant expressly assumes full responsibility for all charges and/or credit extensions made on this account subsequent to such change.
15. Allstate Rentals, LLC reserves the right to file preliminary notices for work done in the states where those notices are required by state law in order to protect our Lien Rights.

_____ Name of Applicant	_____ Title	_____ Authorized Signature	_____ Date
----------------------------	----------------	-------------------------------	---------------

## GUARANTY

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, personally and unconditionally guarantee and promise to pay all amounts owing which may hereinafter become owing by the applicant to Allstate Rentals, LLC ("Allstate"). This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. Allstate shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby. The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Allstate to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the applicant or any other person or to require that resort be had to any security.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Allstate, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by Allstate in connection with any indebtedness of the applicant or the collection thereof and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Allstate, from time to time as may be needed, in the credit evaluation process.

If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such. THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE IN CONNECTION WITH THIS

GUARANTY. The undersigned further acknowledge and represent that any titles written near their signatures below is/are merely intended to clarify the individual's position with the customer and in no way

---

Name of Applicant

---

Title

---

Authorized Signature

---

Date